

Exhibit B

Waiver of Right of Repurchase and Right of First Refusal and Modification of Notice of Right of First Refusal

This Waiver of Right of Repurchase and Right of First Refusal and Modification of Notice of Right of First Refusal (this "Agreement") is made as of 27 Sept, 2023, by Cheyenne-Laramie County Corporation for Economic Development ("Cheyenne LEADS") for the benefit of MineOne Wyoming Data Center LLC, a Delaware limited liability company ("MineOne"), Terra Crypto, Inc., a Delaware corporation ("Terra Crypto") and Antalpa Technologies Limited (together with its successor and assigns, "Antalpa").

Recitals

Reference is made to that certain Agreement for Purchase and Sale of Real Estate, dated as of June 9, 2022 (the "Purchase Agreement") between MineOne and Cheyenne LEADS with respect to that certain real property located in the North Range Business Park, Cheyenne, Laramie County, Wyoming and more particularly described on Exhibit A attached hereto (the "Real Property"). Pursuant to Section 8.11 of the Purchase Agreement, MineOne granted to Cheyenne LEADS certain rights of repurchase and first refusal.

Reference is also made to that certain Notice of Right of First Refusal, dated September 15, 2022 (the "Notice"), executed by Cheyenne LEADS, and recorded on September 21, 2022 as Book No. 2805 Page No. 992 of the official records of Laramie County.

Antalpa has made a loan to MineOne pursuant to a Loan and Security Agreement, dated as of July 27, 2023 (the "Loan Agreement"), which loan is secured in part by the Real Property.

The parties hereto desire to memorialize certain agreements with respect to the rights of repurchase and first refusal set forth in Section 8.11 of the Purchase Agreement and in the Notice.

Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cheyenne LEADS hereby agrees as follows:

1. Cheyenne LEADS hereby confirms that MineOne timely began construction of its modularized data centers and has satisfied the other requirements set forth in the first paragraph of Section 8.11 of the Purchase Agreement. As a result, Cheyenne LEADS confirms that the repurchase right (and re-conveyance obligation) set forth in the first paragraph of Section 8.11 is hereby terminated and of no further force or effect.
2. Cheyenne LEADS hereby confirms that, notwithstanding the right of first refusal granted to Cheyenne LEADS in the second paragraph of Section 8.11 of the Purchase Agreement (the "Right of First Refusal"), Antalpa shall have the right to exercise its rights and remedies under the Loan Agreement in the event of a

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